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AGREEMENT
between
BOARD OF EDUCATION
HADDONFIELD, NEW JERSEY
and
HADDONFIELD EDUCATION
ASSOCIATION



July 1, 1991 - June 30, 1993

MEMORANDUM

(Continued)

FOR THE BOARD OF DIRECTORS

RECOMMENDED BY THE BOARD

AND

RECOMMENDED BY THE BOARD

RECOMMENDED BY THE BOARD



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HADDONFIELD INCLUSIVE CONTRACT

ARTICLE I - PREAMBLE

- A. This agreement shall be effective from July 1, 1991 between the Board of Education of the Borough of Haddonfield, hereinafter referred to as the "Board" and the Haddonfield Education Association, hereinafter referred to as the "Association."

ARTICLE II - RECOGNITION

- A. The Haddonfield Board of Education hereby recognizes the Haddonfield Education Association as the exclusive and sole representatives in accordance with Chapter 123 of the Public Laws 1974 (34:13A-1 et. seq.) in a unit which includes:

Teachers
Librarians
Guidance Counselors
Nurses
Child Study Team Members
Secretaries and Clerks
Aides
Basic Skills Teaching Assistants
Custodial and Maintenance Employees

but excluding Superintendent, Assistant Superintendent, Principals, Assistant Athletic Director, Assistant Principals, Administrative Assistants, Supervisors, Coordinators, Substitute Aides, Board of Education Central Office Staff, Confidential Employees, Director of Buildings and Grounds, Foremen, and other non-contractual employees.

- B. Unless otherwise indicated, the term "employee" when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined.
- C. Unless otherwise indicated, the term "teacher" when used in this Agreement, shall refer to all those employees who are required to hold appropriate certificates issued by the State Board of Examiners.
- D. Unless otherwise indicated, the term "support staff" when used in this Agreement, shall refer to all those employees who are not required to hold appropriate certificates issued by the State Board of Examiners.
- E. References to males shall include females, and references to females shall include males.

ARTICLE III - RIGHTS AND RESPONSIBILITIES OF THE BOARD

- A. Except as otherwise expressly limited by the provisions of this Agreement, the Board shall retain sole jurisdiction and authority over matters of policy and shall retain the right, in accordance with applicable laws and regulations to:

1. Direct employees of the school district.
 2. Hire, promote, transfer, assign, and retain employees in positions within the school district.
 3. Suspend, demote, discharge, or take other disciplinary action against employees.
 4. Relieve employees from duties because of incompetency or for other legitimate reasons.
 5. Maintain the efficiency of the school district operations entrusted to them.
 6. Determine the methods, means and personnel by which such operations are conducted.
 7. Take whatever other actions may be necessary to carry out the mission of the school district.
 8. Exercise all of its rights regarding nonrenewal of nontenured employees to the fullest extent permitted by law, any provisions in this Agreement to the contrary notwithstanding.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

ARTICLE IV - RULES FOR MAKING CHANGES

- A. Neither party hereto shall press any proposal to change, modify, or add to the provisions of this Agreement, except in accordance with the procedure set forth in Article V entitled "Negotiation of Successor Agreement" hereof; provided the foregoing is not intended to prevent the Association or the Board, under proper circumstances, from requesting the other to consider a modification of an effective provision of this Agreement. In such cases the party making such request will be afforded a reasonable opportunity to present and discuss the reasons for such request. The party to whom such request is made shall have the right to refuse such request and to rely upon the provisions of this Agreement during the whole of its term.
- B. In the event that no formal requests are submitted in the course of the school year, the parties will meet informally once a year. These meetings are not intended to bypass the first paragraph of this Article or the grievance procedure.

ARTICLE V - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations for a successor Agreement in accordance with N.J.S.A. 34:13A in a good faith effort to reach agreement on all matters concerning terms and conditions of employment for its employees. Such negotiations shall begin in accordance with the Rules and Regulations of the Public Employment Relations Commission. Any Agreement so negotiated shall

be reduced to writing and signed by the Board and the Association upon ratification by the Association and adoption by the board by a majority vote at a public hearing.

- B. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours regarding grievances or negotiations, they will suffer no loss in pay.
- C. Upon reasonable request by the President of the Association, the Board agrees to make known to the President when and where the Association may obtain documents that the Board is required by law to release.
- D. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party.

ARTICLE VI - NONDISCRIMINATION

- A. The Board and the Association will not discriminate against any person because of race, creed, national origin, sex, age, religious persuasion, sexual preference, domicile, membership or non-membership in the Association.

ARTICLE VII - MISCELLANEOUS PROVISIONS

- A. Within thirty (30) days of the signing of this Agreement, it shall be reproduced, the costs of which shall be shared equally by both the Board and the Association.
- B. Within ten (10) days of the reproduction of this Agreement, it shall be distributed to the employees.
- C. The Board shall supply the maintenance department with four (4) sets of coveralls of appropriate sizes.

ARTICLE VIII - EMPLOYEE RIGHTS

- A. Whenever any employee is required to appear before the Superintendent, the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.
- B. In the event that the aforesaid meeting or interview results in the certification of any charges against a tenured teacher to the Commissioner of Education, the Board may suspend the person against whom such charge is made, with or without pay. However, if the determination of the charge by the Commissioner of Education is not made within one hundred and twenty (120) calendar days after certification of the charges, excluding all delays which are granted at the request of such person, then the full salary (except for said 120 days) of such person shall be paid beginning on the one hundred

twenty-first day until such determination is made. Should the charge be dismissed, the person shall be reinstated immediately with full pay from the first day of such suspension. Should the charge be dismissed and the suspension be continued during an appeal therefrom, then the full pay or salary of such person shall continue until the determination of the appeal. However, the Board of Education shall deduct from said full pay or salary any sums received by such employee or officers by way of pay or salary from any substituted employment assumed during such period of suspension. Should the charge be sustained on the original hearing or an appeal therefrom, and should such person appeal from the same, then the suspension may be continued unless and until such determination is reversed, in which event he shall be reinstated immediately with full pay as of the time of suspension.

- C. Pursuant to Chapter 123, Public Laws of 1974, the Board and the Association hereby agree that every employee shall have the right to freely organize, join and support the Association and its affiliates.

ARTICLE IX - STATUTORY SAVINGS CLAUSE

- A. Nothing contained herein shall be construed to deny or restrict to any employee, such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

ARTICLE X - GENERAL SAVINGS CLAUSE

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by said parties.

ARTICLE XI - NO SANCTIONS

- A. In consideration of this Agreement, the Board and the Association shall refrain from actions normally associated with the terms "strike" or "sanctions".

ARTICLE XII - ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association and the New Jersey Education Association shall be permitted entry to school property at reasonable times for the purpose of necessary Association activities provided that it shall not interfere with or interrupt normal school operations. In the event that the representative involved is also an employee of the Board, release from his/her regularly assigned duties shall be permitted so long as it will not interfere with the

orderly operation of the school district. Release will be without pay unless said release is agreed to by a supervisor or the administration. No work involving the internal operation of the Association shall be performed by Board employees during working hours.

- B. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings. The Association shall submit a "Use of Property Request" form through the superintendent's office in advance. Approval shall be granted providing that there are no conflicts with the school schedules and provided further that it does not interfere with or interrupt normal school operations.
- C. The Association shall have the right to use school facilities and equipment including typewriters, mailboxes, mimeographing machines and other duplicating equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use as well as the cost of repairs made necessary by such use.
- D. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees and to no other organization representing any portion of the unit or potential member of the unit.

ARTICLE XIII - COMPLAINTS AND GRIEVANCE PROCEDURE

- A. Complaints: An employee with a complaint shall first discuss it with his immediate superior, with the objective of resolving the matter informally. If the complaint is not settled within seven (7) calendar days and involves a matter subject to the Grievance Procedure, it may be reduced to writing and considered a grievance subject to the grievance provisions of this Agreement.
- B. Definitions:
 - 1. Grievance: A grievance is a dispute or difference between the Board and the Association, or the employees represented by it, with respect to the interpretation, application, or violation of policies, this Agreement, and administrative decisions affecting the employees.
- C. The purpose of this procedure is to secure at the lowest possible level equitable solutions to problems which may from time to time arise affecting employees. Both parties agree that proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
- D. Time Limits:
 - 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. All grievances shall be presented as soon as possible after the occurrence upon which based, but in no event later than twenty-one (21) calendar days. All such grievances not so presented shall not be entitled to consideration by the party to whom presented.
3. All grievances shall be presented at Level One, shall be in writing on grievance forms provided for the purpose, and shall set forth the provisions of this Agreement, board policy, or administrative decisions upon which the grievance is based.
4. Grievance decisions and any appeals to a higher level of grievance procedure shall be in writing and made on the aforementioned grievance forms.
5. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, and, if left unresolved, could in the opinion of the Association or the Board, result in irreparable harm, the time limits set forth therein shall, at the request of either party, be reduced as much as practicable, so that the grievance procedure may be exhausted by the end of the school year; however, the party upon whom the request is made shall have the right to reply within the time limits in this Agreement.

E. Procedure:

1. Level One:

- a. Within seven (7) calendar days after a grievance is submitted by the Association it shall be discussed in a meeting between the Association's Professional Rights and Responsibilities Representative for that building and the immediate supervisor.
- b. If the grievance is not settled within twenty-one (21) calendar days after it is discussed in the meeting with the immediate supervisor the Association may appeal it to Level Two within seven (7) calendar days after the decision at Level One or twenty-eight (28) calendar days after the grievance was submitted for discussion, whichever is sooner.

2. Level Two:

- a. A grievance submitted to level Two shall be discussed within seven (7) calendar days of receipt of the grievance form, by the chairman of the Association's Professional Rights and Responsibilities Committee and the Superintendent of Schools or his designee.
- b. If the grievance is not settled within fourteen (14) calendar days after it is discussed with the Superintendent or his designee, the Association may appeal it to Level Three within fourteen (14) calendar days after the decision at Level Two or twenty-eight (28) calendar days after the grievance was presented in discussion at this step, whichever is sooner.

3. Level Three:

- a. A grievance submitted to Level Three shall be discussed within fourteen (14) calendar days of receipt of the grievance form by a committee appointed by the president of the Association and a committee appointed by the president of the Board. The respective committee shall include the chairman of the Association's Professional Rights and Responsibilities Committee and the Superintendent of Schools.
- b. A decision shall be made by the Board within fourteen (14) calendar days after the grievance was discussed at this step.

4. Level Four:

- a. If the grievance is not resolved at Level Three then a grievance with respect to the interpretation or application of provisions of this Agreement may, within twenty-one (21) calendar days following a decision at Level Three, be submitted to binding arbitration under the voluntary arbitration rules of the American Arbitration Association. If, in the opinion of either party, the grievance submitted is not arbitrable under the terms of this Agreement, then the arbitrator shall first rule if the grievance is arbitrable, and if it is not, shall dismiss it. The arbitrator shall not have the jurisdiction or authority to add to, detract from or alter in any way the provisions of the Agreement. In the event of arbitration, the costs of the arbitrator's services shall be equally shared by each of the parties and each of the parties shall bear his own costs.

F. Areas and subjects excluded from arbitration:

1. Matters where a method of review is prescribed by law or by any rules, regulations of the State Commissioner of Education or the State Board of Education.
2. Matters where the Board is without authority to act.

G. General guidelines:

1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member or the Association, or any other participant in the grievance procedure by reason of such participation.
2. All documents, communications and records dealing with the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. No employee shall be disciplined, reprimanded, or reduced in compensation without just cause.

ARTICLE XIV - EMPLOYEE ASSIGNMENTS

A. Teachers

1. Except in unusual circumstances requiring later assignment, notice of assignment to teachers, whose employment has continued from the prior year, normally shall be given by the second week in August. Such notice shall include class and/or subject, building and room. Such notice shall not preclude a change in assignment of a teachers.
2. Non-Tenure Employee Offer of Assignment:
 - a. On or before April 30 in each year, the Board of Education shall give to each non-tenured employee continuously employed by it since the preceding September 30 either:
 - (1) A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the Board of Education,
 - or
 - (2) A written notice that such employment will not be offered.
 - b. Should the Board of Education fail to give to any non-tenure employee either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by Section 2 above, then said Board of Education shall be deemed to have offered to that employee continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the Board of Education.
 - c. If the employee desires to accept such employment he shall notify the Board of Education of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable.

B. Support Staff

1. The Board shall notify support staff of their contract status for the ensuing year no later than April 30.
2. Upon receiving a notice of non-renewal, the employee may request an informal meeting with his immediate supervisor to discuss non-renewal. Said meeting shall be held within a reasonable period of time.

ARTICLE XV - PROMOTIONS, VOLUNTARY TRANSFERS, REASSIGNMENTS

A. Teachers

1. Within the thirty (30) day period prior to October 1, and again within the thirty (30) day period prior to April 1, a teacher may file with the Superintendent of Schools up to two requests for promotion, transfer or reassignment. These requests shall be in accordance with rules established by the Superintendent.
2. A teacher may file with the Superintendent of Schools a request for transfer, reassignment or promotion for openings which may occur during the summer recess. This shall be done by May 1. The Superintendent shall review any requests which are on file prior to recommending a promotion, reassignment or transfer to the Board of Education to fill an opening occurring during the summer recess. Nothing herein shall limit the Superintendent in his recommendations to the Board of Education.
3. Normally, in cases of transfer or reassignment, the teacher's agreement shall be obtained but the Board shall not be limited in its right to promote, transfer, or reassign teachers in the school system.
4. In the unusual circumstances when the teacher's consent cannot be obtained, any involuntary transfer or new assignment may be reviewed and considered through Level Three of the grievance procedure. Teachers shall be given a minimum of one week's notice prior to transfer or reassignment.
5. For the purpose of this Article, the term "promotion" shall refer to positions outside the bargaining unit.

B. Support Staff

1. When a job vacancy occurs, employees in that category, or employees in a higher category, may desire a transfer to another school or, in the case of custodial and maintenance, to another work shift. Those who have filed a written request for such transfer with the Board will be given first consideration for such a transfer provided that the employee who makes the request has the requisite qualifications and ability to perform the job satisfactorily. In the event the requested transfer is not approved, a written explanation shall be given within fourteen (14) calendar days.
2. Such requests, where honored, shall be on the basis of the most senior employee being given preference. Nothing herein shall be construed to limit the right of the Board to transfer employees as the needs of the school system require. Transfer shall not be arbitrarily or capriciously made.

C. Postings

1. The Superintendent shall post all notices of vacancies in the Chief School Administrator's office and each building. Notices shall be posted in designated areas of all school buildings. Notices shall be posted as soon as they become available.

2. The Superintendent shall furnish notice of vacancies to the Association president within five (5) calendar days of the position becoming available.

ARTICLE XVI - INVOLUNTARY TRANSFERS

A. Teachers

1. Notice of an involuntary transfer shall be given to the teacher as soon as practicable. A list of open positions in the school district shall be made available to any teacher being involuntarily transferred. That teacher may request from the list, a position or positions to which he/she desires to be transferred. A teacher being transferred shall not suffer a reduction in rank or total compensation.
2. Except in the case of an emergency, a teacher being transferred involuntarily shall have, at the teacher's request, the right to a conference with his/her principal or administrator in charge and the superintendent or his/her designee prior to the effective date of the transfer.

B. Support Staff

1. No job vacancy shall be filled by means of an involuntary transfer or reassignment if there is a qualified volunteer available to fill the position, providing that the Board's work force needs permit said volunteer to be transferred or reassigned.
2. In the event that there is no qualified volunteer to accept the transfer or reassignment, then the Board shall fill the position by transferring or reassigning the most junior qualified employee thereto.
3. Written notice of an involuntary transfer or reassignment shall be given to employees at least seven (7) calendar days prior thereto.
4. Custodial/Maintenance:
 - a. In the event that there is a temporary requirement as determined by a supervisor or the Superintendent for a reassignment to a leadperson, a qualified senior volunteer will be given the temporary assignment.
 - b. In the event that there is no qualified senior volunteer available, the most qualified employee shall be assigned to the temporary lead position.
 - c. The employee shall be compensated for the reassignment with a stipend of four (4) dollars per day.

ARTICLE XVII - PROMOTIONS

A. Support Staff (Custodian/Maintenance)

1. Subject to Article XVI entitled "Involuntary Transfers", a permanent job opening in the bargaining unit shall be posted on appropriate bulletin boards for a period of fourteen (14) calendar days with the Board having the right to temporarily fill the job until the permanent employee is hired or reassigned. Permanent employees may bid on such job openings. A copy of the opening shall be furnished the president of the Association.
2. In filling permanent job vacancies within the bargaining unit, the Board will first consider filling such vacancies by promoting the senior employees from the next lower-rated job title who have the requisite qualifications and ability to perform the work. Where two (2) or more employees possess the requisite qualifications and ability to perform the work, the employees with the greatest seniority in the bargaining unit will be promoted.

ARTICLE XVIII - TEACHER EVALUATION

All teachers shall be evaluated and written reports of such evaluations shall be filed with the Superintendent of Schools.

A. General Procedures

1. Open Evaluation: All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, tape recorders, cameras, and other electronic devices shall not be used in observation of the teacher's classroom performance without the permission of the teacher. This in no way prohibits the Board from using such devices for security purposes.
2. Evaluation by Supervisors: Supervisory personnel may conduct classroom observations and complete evaluation reports. Supervisory personnel will meet with the teacher who has been observed. If conflicting reports by the supervisory personnel cannot be resolved, they may be settled by the Superintendent of Schools.
3. Copies of Evaluations: A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators. No such report shall be submitted to the Superintendent, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. A teacher's signature on an evaluation form will show that he/she has received a copy of it but does not necessarily show that he/she is in agreement with it.
4. Conferences: A teacher shall be given an opportunity to discuss an evaluation in a conference with his supervisor to be held

normally within fourteen (14) calendar days of the observation.
(six (6) for non-tenured teachers)

- a. If a teacher is dissatisfied with an interim evaluation (i.e. classroom observation and/or anecdotal record), the teacher within fourteen (14) calendar days after receiving the report may request a review of the evaluation by the supervisor's immediate superior.
 - b. If a teacher is dissatisfied with his/her final evaluation, the teacher shall, upon submitting a request within fourteen (14) calendar days after receiving a copy of the final evaluation, be granted a conference with the supervisor's immediate superior. Where the Superintendent of Schools is not the supervisor's immediate superior, the Superintendent of Schools may be included in the review and/or conference, if requested by the teacher and/or supervisor.
5. Final Evaluation: Each teacher shall receive a written summary of his performance for the year each June prior to the close of school. This evaluation shall be a summary of previous evaluations and shall evaluate the teacher's performance in relation to his teaching duties both in and outside of the classroom. In general, no information should appear in this final summary that has not appeared in some previously written evaluation or in some conference between the teacher and his/her supervisors.

B. Evaluation Procedures:

1. Written reports shall be prepared by the teacher's supervisor for all preannounced classroom observations.
2. Observations that are to result in a written evaluation shall be conducted for the entire class period whenever possible.
3. Nontenure teachers should be notified in advance when they are to be observed initially during their first year of employment. Advance notification need not be given for subsequent observations but consideration should be given to those teachers who are observed under extenuating circumstances.
4. Parental complaints or other complaints that may have a bearing on the evaluation of a teacher should be brought to the attention of the teacher by his/her supervisor or principal and investigated before any action is taken.
5. A minimum of three (3) observations shall be conducted for nontenure teachers followed by written reports and conferences. These observations shall be conducted during instructional periods with each occurring on separate days.
6. A teacher may request additional classroom observations.
7. The building principal and subject area supervisors shall schedule observations and attempt to coordinate same so that back-to-back observations of a teacher's performance are avoided.

C. Personnel Records

1. **File:** An employee shall have the right, upon request, to review the contents of his personnel file during normal business hours. An employee shall be entitled to have a representative of the association accompany him/her.
2. **Derogatory Material:**
 - a. An employee will be notified of derogatory material.
 - b. An employee will acknowledge having seen the derogatory material by initialing it before it is placed in his/her personnel file. If the employee refuses to initial the derogatory material, the time and date of the refusal shall be noted on the material by the supervisor before it is placed in the employee's personnel file. Before derogatory material may be placed in an employee's file, it must be investigated by his/her supervisor or principal.
 - c. An employee may within twenty-one (21) calendar days prepare a written response and have it attached to the derogatory material.

ARTICLE XIX - SUPPORT STAFF EVALUATION

All support staff shall be evaluated by their immediate supervisors at least once annually, to be followed in each instance by a written evaluation report and by a conference between the employee and his/her immediate supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and for recognizing accomplishments.

A. General Procedures

1. **Open Evaluation:** All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, tape records, cameras, and other electronic devices shall not be used in observation of an employee's performance without the permission of the employee. This in no way prohibits the Board from using such devices for security purposes.
2. **Copies of Evaluation:** Support personnel shall be given a copy of evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
3. **Evaluation Format:** Evaluation reports shall be presented to each employee in accordance with the following procedures:
 - a. Such reports shall be addressed to the employee.

- b. Such reports shall include a narrative summary listing the strengths, commendations, areas recommended for continued growth, and specific suggestions for improving areas where a weakness has been identified.
4. The employee shall review the evaluation report. The employee's signature indicates receipt of the report and does not necessarily indicate agreement or disagreement with the report.

B. Personnel Records

1. File: An employee shall have the right, upon request, to review the contents of his personnel file during normal business hours. An employee shall be entitled to have a representative of the association accompany him/her.
2. Derogatory Material:
 - a. An employee will be notified of derogatory material.
 - b. An employee will acknowledge having seen the derogatory material by initialing it before it is placed in his/her personnel file. If the employee refuses to initial the derogatory material, the time and date of the refusal shall be noted on the material by the supervisor before it is placed in the employee's personnel file. Before derogatory material may be placed in an employee's file, it must be investigated by his/her supervisor or principal.
 - c. An employee may within twenty-one (21) calendar days prepare a written response and have it attached to derogatory material.

ARTICLE XX - TEACHER RESPONSIBILITY

- A. The teachers shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the Haddonfield School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without the notification of the teacher. The person making the change shall initial and date the change.
- B. Teachers shall not be compelled to participate in overnight trips.
- C. When an elementary special subject area teacher for art, health, music, or physical education is unable to meet with his/her classes, the regular elementary school teacher will cover (remain with) his/her class during the scheduled special subject area time. Attempts shall be made by the special subject area teacher to reschedule the missed class/es.
- D. Any teacher who covers a class in place of a substitute teacher shall receive fifteen (15) dollars per class. This situation also applies to elementary school teachers who cover class/es during scheduled special subject area times which cannot be rescheduled.

ARTICLE XXI - PROFESSIONAL DEVELOPMENT

- A. An employee shall be reimbursed for tuition expenses in accordance with the following provisions:
1. Courses for which tuition refund is requested by an applicant must be in his/her area of responsibility or closely related to his/her work as determined and recommended by his/her supervisor or coordinator, principal and superintendent.
 2. Each course proposal shall have written approval by the superintendent prior to registration.
 3. Courses must be taken on the campus of an accredited educational institution or at the extension center of such an institution. Correspondence courses are not eligible.
 4. During the regular school year a maximum of three (3) college credits per semester are eligible for approval; during the summer a maximum of nine (9) college credits are eligible for approval.
 5. Any employee under contract to the Haddonfield Board of Education is eligible to apply under these provisions provided he/she has completed at least one (1) semester service in the Haddonfield School System immediately prior to registration.
 6. Approved tuition expense will be reimbursed up to the following maximum amounts per fiscal year. Unused tuition benefits are not transferable to another fiscal year.
 - a. For the 1991-92 school year: \$600 for undergraduate
\$900 for graduate
 - b. For the 1992-93 school year: \$650 for undergraduate
\$950 for graduate
 7. To receive reimbursement for successful completion of the approved course work, an official transcript verifying a grade of "B" or better and a receipt or copy of the cancelled check shall be submitted to the Superintendent of Schools.
 8. The decision of the superintendent shall be final with respect to the approval of courses for which reimbursement is requested and for the number of credits eligible for approval.
- B. The Board shall provide inservice improvement programs for employees in all job categories. Such programs shall be cooperatively planned to meet district needs and priorities determined in consultation with the Association. Inservice programs shall be conducted during the regular work day, if employee attendance is required. Salary guide credit will be considered for employees who voluntarily participate in approved inservice programs conducted outside of the normal work day.
- C. Custodial/Maintenance employees shall be entitled to attend one (1) NJEA Convention day as scheduled by the Director of Building and Grounds in accordance with the needs of the District with due regard

to seniority. In unusual circumstances when an employee is required to work both NJEA Convention days, the employee will be granted a replacement staff development day.

ARTICLE XXII - LIAISON COMMITTEE

- A. The Liaison Committee shall be a link between the employees and the Board of Education. It shall be comprised of the superintendent, five other administrators selected by the superintendent, the president of the Association, two teachers from the high school, two teachers from the middle school, one teacher from each of the district's elementary schools, and one member from each of the support groups. All teachers and support staff members shall be selected by the president of the Association. Participants shall be concerned with the development and interpretation of policy and the implementation of policy. It is recognized that the Board of Education has the ultimate responsibility for the adoption of policy and that the Liaison Committee is advisory in nature. The Liaison Committee may also serve as a sounding board for issues and concerns of both the employees and the Board of Education.
- B. The Superintendent of Schools and the president of the Association shall jointly confer to determine the agenda of committee meetings and the times when the committee shall meet.

ARTICLE XXIII - SICK LEAVE

- A. Each twelve (12) month employee shall be entitled to twelve (12) sick leave days per year. Each ten (10) month employee except basic skills teaching assistants shall be entitled to ten (10) sick leave days per year, with unused days accumulated from year to year without limit.
 - 1. Each employee shall receive written notice of the number of sick days he/she has accumulated no later than September 15 of each school year.
 - 2. Basic skills teaching assistants shall be entitled to five (5) sick leave days per year.

ARTICLE XXIV - LEAVES OF ABSENCE

Each employee may receive the following noncumulative leaves of absence, in addition to sick leave, with pay each year.

- A. Personal leave of absence: Up to a total of three (3) days leave per year will be granted for personal business. Unused personal days shall be credited as sick leave days.
 - 1. Application for approval of leave of absence shall usually be made five (5) days in advance by the employee to the superintendent through the employee's administrator. The Board shall permit days for absence for personal business to be taken without describing the details of the reason but with requirements to complete the "Request for Temporary Leave" form.

2. Basic skills teaching assistants are eligible for one personal business leave of absence day per year.
- B. Death: In the event of a death of an employee's spouse or child, up to ten (10) paid days of leave of absence shall be granted.
 - C. In the event of the death of an employee's immediate family other than a spouse or child, as described in Section D-1 below, the employee shall be allowed a leave of absence of five (5) paid days. One (1) day a year shall be granted in the event of the death of an employee's friend or relative outside the employee's immediate family as defined below. Any request for extension of the leave of absence shall be considered by the superintendent of schools in light of the circumstances.
 - D. Serious Illness in Immediate Family: In the event of serious illness in the employee's immediate family, as defined below, the employee shall be allowed a leave of up to three (3) paid days per year. Any request for extension of the leave of absence shall be considered by the superintendent of schools in light of the circumstances.
 1. Immediate Family: "Immediate Family" shall include spouse, child, grandchild, father, mother, father-in-law, mother-in-law, stepfather, stepmother, daughter-in-law, son-in-law, brother, sister, grandparent, or any member of the employee's immediate household.
 - E. Disability/Maternity Leave
 1. Any employee who becomes disabled due to injury, illness, or pregnancy shall notify the superintendent as soon as possible after the condition becomes known,, of the reason for the disability and the period of time it is estimated that the employee will be unable to perform his or her duties because of the disability.
 2. The employee shall be granted disability leave while disabled and during that time shall be paid sick leave allowance to the extent that same is available pursuant to Article XXIII entitled "Sick Leave" and Article XXIV entitled "Leaves of Absence", subparagraph A, for days lost from work.
 3. The Board may request an employee who is on disability leave to provide the Board with medical certification from the employee's treating physician and also, if it elects, to have the employee examined by a physician of its choosing.
 4. Disability leave for maternity is a period of time for the purpose of giving birth to a child when the employee is physically unable to perform her duties as certified by her physician. Concurrence of the school physician may be required by the Board.
 5. Disability leave shall commence and terminate on the date requested by the employee governed by the terms of Section I-2 below. Whenever possible, the district shall be notified at

least six (6) weeks prior to the commencement of the leave and shall be informed of the date of return to active status.

F. Extended Unpaid Leaves of Absence

1. The employee shall make written application for such leave, stating the date on which requested leave is to begin and date on which same is to terminate.
2. The date of return to work shall normally be September 1, but may be adjusted by the Board of Education by request of the individual or the Board of Education. In no event shall the leave exceed eighteen (18) months.
3. When a leave has been granted, the Board cannot guarantee that upon return to work the employee will be assigned to the same building, class, room or grade the employee was assigned to before the leave.
4. If an employee who is granted an extended leave of absence works at least one hundred and twenty (120) school days in the school year, the employee shall advance as in the salary guide and will receive the full increment on the salary scale the following year; and, if such employee has worked more than ninety (90) school days in the school year, but less than one hundred and twenty (120) school days, then such employee shall be granted fifty (50) percent of the normal increment for the following year and move one-half (1/2) step on the salary guide. If the employee works ninety (90) or less school days in the school year, the employee will not advance on the salary guide nor receive any increment in the following year.
5. Unused accumulated sick leave shall be restored to the employee upon return from said leave of absence. Sick days and continuous service credit for tenure and other purposes shall not accrue during such leave of absence.
6. The Board shall not be required to continue the leave of absence of the nontenured employee beyond the school year for which he was hired, or to offer tenure or a new contract to a nontenured employee.
7. An unpaid leave of absence for a reason recognized under the New Jersey Family Leave Act shall be counted as time permitted under said Act.

G. Sabbatical Leave: Upon recommendation of the Superintendent of Schools, sabbatical leave for graduate level study may be granted to any certified member of the staff by the Board of Education subject to the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent of Schools in writing, in such form as may be required by him/her. Such requests must be in the Superintendent's hands no later than October 31 of the fiscal year preceding the school year for which the sabbatical leave is requested.

2. Notification of applicant selected shall be given to applicants by March 15 of the fiscal year preceding the school year in which the sabbatical leave is requested.
3. The applicant must have completed at least nine (9) consecutive contract years of service in the Haddonfield Public Schools.
4. Payment for sabbatical leave for half the annual contracted salary will be granted for a full year's leave for approved graduate study.
5. The benefactor will agree to return to the Haddonfield Public School for two (2) full years of employment on appropriate salary scale following the leave. If the benefactor of the sabbatical leave does not fulfill his/her return agreement to Haddonfield Public Schools, he/she will be obligated to reimburse the Board of Education for the salary received during the sabbatical leave although service credit will be granted according to the following plan:

Leaving Before:	Percent of Salary to be Reimbursed to the Board of Education:
2 years service	50% of annual salary

6. To the extent feasible, with due regard for the interest of the school program, teachers returning to work after a sabbatical leave shall be offered the same or a similar position.
7. The teacher on sabbatical leave shall receive pension benefits while on leave based on the salary received.
8. The Board shall make available a maximum of one (1) sabbatical leave per year district-wide to eligible certified staff subject to these conditions.
9. Before any teacher becomes entitled to a second sabbatical leave, eligible teachers who have never received sabbatical leave will be given preference.
10. If more than one teacher applies for sabbatical leave in a given year, the Superintendent's determination on which leave would benefit the needs of the district shall be the final decision without recourse for appeal.
11. Approval by the Board shall be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave.
12. A teacher on an approved sabbatical leave shall not engage in any form of work, other than the work in which he is engaged at the time of his request for sabbatical, or except in extenuating circumstances as approved by the Superintendent.
13. A teacher on sabbatical leave is entitled to full medical and insurance coverage while on leave.
14. Upon return from sabbatical leave a teacher shall be placed on the salary schedule at the level which he/she would have

achieved if he/she remained actively employed in the system during the period of sabbatical leave.

H. Military Leave

1. To the extent required by law, military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the U.S.A. for the period of said induction or initial enlistment. All rights and benefits accrued will be protected under the N.J. Statutes 18A:6-33 and 18A:29-11. These laws are titled "Tenure, Pension and Other Employment Rights in Military and Naval Services."
(NJS 18A:29-11)
2. Organized State Militia: To the extent required by law, any employee who is a member of the organized State Militia shall be entitled to a leave of absence not to exceed ninety (90) days per year. An employee shall not suffer loss of pay or seniority during the time in which he/she is engaged in militia duty ordered by the Governor of the State of New Jersey.

I. Child-Rearing Leave/Natural Childbirth/Adoption

1. An employee with less than three (3) years of working experience in the Haddonfield School District shall be granted a child-rearing leave, without pay, for the remainder of the current school year in which the child is born or adopted. The Board of Education reserves the right to deny the request for such leave in situations where a nontenure teacher gives birth or adopts a child during the summer vacation period.
2. An employee with more than three (3) years of consecutive experience in the Haddonfield School District shall be granted a child-rearing leave, without pay, for the remainder of the current school year in which the child is born or adopted and may request up to one (1) additional school year immediately thereafter. The employee must indicate the length of leave when the initial request is made. (In no event shall a teacher's return to work date be other than the start of the first or second semester, or to the extent required by law including the Family Leave Act.)
3. Nothing in the above language, Section I-2, shall prevent an employee with more than three (3) years of consecutive experience and the Board from agreeing that said employee may return on other than the beginning of the school year.
4. In order to receive such a leave under Sections I-1 or I-2 above, the employee must apply for it in writing at least ninety (90) days before its commencement. In the case of adoption, since the date of custody cannot be predicted in all cases, notice shall be given in writing at least ninety (90) days prior to the anticipated date of custody, if possible, and if not, as soon as practicable.
5. No teacher on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the Haddonfield School District in his or her area of certification or

competence.

6. Leave under the N.J. Family Leave Law shall be deemed to be included within the contractual child rearing leave of up to the statutory limit of twelve (12) weeks.

- J. Jury Duty: An employee summoned for jury duty shall give notice thereof to his building principal as soon as possible after receiving the summons. During the term of such duty, he/she shall be paid his/her regular pay and shall turn over all pay received for jury duty to the Board.
- K. Good Cause: The Board in its discretion may grant other leaves of absence without pay upon a showing by the employee of good cause. Requests for leaves shall be made in writing.
- L. Other extended leaves of absence without pay may be granted by the Board on the recommendation of the Superintendent of Schools. All benefits, including unused accumulated sick leave, shall be restored to the employee upon his or her return. If an employee who is granted an extended leave of absence works at least one hundred and twenty (120) school days in the school year, the employee shall advance as in the salary guide and will receive the full increment on the salary scale the following year; and, if such employee has worked more than ninety (90) school days in the school year, but less than one hundred and twenty (120) school days, then such employee shall be granted fifty (50) percent of the normal increment for the following year and move one-half (1/2) step on the salary guide. If the employee works ninety (90) or less school days in the school year, the employee will not advance on the salary guide nor receive any increment in the following year.
- M. Extensions or renewals of leaves of absence may be granted by the Board consistent with the law or its discretion, whichever is applicable.

ARTICLE XXV - PAY

- A. Salaries: The salary guides for teachers and support staff covered by this agreement is set forth in Schedules "A" through "H" which are attached hereto and made a part hereof.
1. Teachers who complete degree requirements or credits which change their salary status during the spring or summer shall be placed on the appropriate level of the salary guide in September. Teachers who complete degree requirements or credits which change their salary status during the fall semester shall be placed on the appropriate level of the salary guide in February of that year.
 - a. No change in salary status shall be granted unless the credits claimed by the teacher are credits for graduate or approved courses confirmed by a properly credited college or university or approved by the Superintendent.
 2. Employees shall be paid in equal installments every two (2) weeks.

- a. Ten month employees may individually elect to have ten (10) percent of their salary deducted from their pay. These funds shall be deposited by the Board of Education in an interest bearing account in the name of the employee.
3. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
4. Teachers shall receive their final check on the last working day in June.
- B. Summer Vacation Curriculum Planning: A teacher who is assigned to the development of curriculum, including workshops required for implementing the curriculum during the summer vacation period shall be paid on the basis of the number of hours worked, as determined by the Superintendent. Compensation shall be at the rate of twenty-five (25) dollars per hour.
- C. Home Teaching, Bedside and Supplemental Instruction Pay: A teacher who is assigned to and performs home teaching, bedside, or supplemental instruction shall be paid twenty-five (25) dollars an hour for instruction and the approved IRS mileage rate for travel.
- D. Extra Pay for Non-Athletic Activities
 1. A teacher who is assigned to and performs an assignment on Schedule "B" shall receive an extra payment based on the level established for the position as listed on Schedule "B".
 2. The stipends for non-athletic activities shall be paid in two (2) equal payments made on the payday closest to December 15, June 15, or the payday immediately following the conclusion of the activity.
 3. Employees who are authorized and perform chaperoning duties for a school sponsored event occurring outside of their regular work day shall receive thirty (30) dollars for such duty.
- E. Interscholastic and Intramural Coaches' Salaries
 1. Interscholastic coaches will be paid per Schedule "C".
 2. Coaches will be paid in two (2) equal installments on the payday closest to the following dates:

Fall Sports - 11/15-12/15
Winter Sports - 2/15-3/15
Spring Sports - 5/15-6/15
 3. Approval by the Athletic Director is necessary prior to final payment.
- F. Membership in Curricular Related Associations: The Board of Education will pay all fees for approved activities necessary for student participation.

G. Payment for Unused Sick Leave

1. Payment for unused sick days shall be made upon retirement according to the following schedule:

	1991-92	1992-93
less than 15 years	\$20	\$23
15-19 years	\$30	\$33
20 or more years	\$35	\$38

2. Retirement is defined to mean terminating employment and contemporaneously receiving monthly pension payments from T.P.A.F. or P.E.R.S.

H. In the event of an emergency closing after schools have officially opened for the day, employees who have reported for work and are dismissed shall be paid for the entire work day.

I. Overtime Pay: Authorized overtime hours submitted to an employee's immediate supervisor shall be paid within three (3) weeks of submission.

J. Holiday Pay for Maintenance/Custodial Staff

1. In the event that a holiday, as listed in Article XXXI entitled "Work Year", falls on a day when school is open, scheduled maintenance/custodial employees shall be required to work at their regular rate of pay with the holiday being added to their vacation time.
2. In the event that a maintenance/custodial employee works on an observed holiday, he/she shall receive pay at two and one-half (2-1/2) times his/her straight time rate in addition to his/her holiday pay.

K. Longevity Pay:

1. Teachers, secretaries, clerks, custodians and maintenance employees are eligible for longevity adjustment to be calculated and paid as part of the annual salary according to the following schedule:

Number of Completed Years of District Service	Percentage of BA Step One* of the Salary Guide
10 to 14 years	1%
15 to 19 years	2%
20 to 24 years	4%
25 to 29 years	5%
30 or more years	6%

*Support staff salary guide step one of each job category will be used to calculate longevity adjustment for eligible secretaries, clerks, custodians and maintenance employees.

2. A one time additional adjustment of five (5) percent of BA Step One (1) is to be added to the 1991-92 salary of teachers who were on step T during the 1990-91 school year. This adjustment

will end with the 1991-92 salary.

L. Longevity Guidelines:

1. Longevity service credit begins at initial date of employment in a regular assignment.

Employees who become eligible for longevity credit during the contract year will receive longevity salary adjustment at the beginning of the next contract year.

2. Employment of more than one-half year with initial employment date prior to February 1 for ten-month employees and January 1 for employees with a contract of more than ten months in any school year counts as one year's service credit. Initial date of employment for 12 month employees will be used to determine if more than one-half year of service has been earned during the first year of employment.
3. Total years of service are counted towards longevity credit. Continuous service in the district is not required.
4. Unpaid leave of absence or time between district employment do not count towards total years of service.
5. Regular part-time employees are eligible for longevity pay.
6. If the current year employment is half-time or less, longevity pay is calculated at one-half (1/2) the full time longevity pay rate. School aides are an exception and are eligible for full-time longevity pay for less than half-time assignment.
7. Effective with the 1992-93 school year, school aides are eligible for a two hundred (200) dollar longevity stipend after six (6) years of district service. Library aides with six (6) years of district service are eligible for this two hundred (200) dollar stipend in 1992-93 plus a three hundred twenty-five (325) dollar stipend for a total of five hundred twenty-five (525) dollars. Annual stipends are to be paid at the end of the school year to those aides eligible who serve through the end of the school year.

ARTICLE XXVI - REIMBURSEMENT FOR MILEAGE

- A. An employee who, with advance approval of the Superintendent, uses his/her automobile in the performance of duties shall be reimbursed at the approved IRS rate.

ARTICLE XXVII - MEDICAL INSURANCE

- A. The Board shall provide a policy of insurance for basic hospitalization, surgical and major medical insurance for employees and dependents with coverage comparable to the State 14/20 Plan. The Board shall pay the full premium cost for the individual employee's coverage. The employee's contribution shall be as follows:

\$70 per year for husband and wife coverage	(Code 40)
\$85 per year for full family coverage	(Code 50)
\$25 per year for employee and child	(Code 80)

The employee's contribution shall be deducted from his/her monthly salary. The above coverage shall be provided for each employee and dependents for whom the employee shall apply and who are determined eligible for such coverage. The Board reserves the right to seek comparable coverage at a reduced cost that would be mutually acceptable to the Board and the Association. The Board of Education reserves the right to provide equal or better coverage.

- B. The Board shall provide a dental plan that includes a DMO option and a benefits schedule of 100 - 80 - 75 percent of usual and customary fees for the current contract code up to a maximum of fifteen hundred (1500) dollars per year. The employee shall contribute ten (10) dollars per year for individual coverage or twenty (20) dollars per year for family dental plan coverage.
- C. For the 1991-92 school year the Board shall continue a prescription plan for the individual employee. The employee shall contribute ten (10) dollars per year.
- D. For the 1991-92 school year the Board of Education will set up a Flexible Spending Account for each employee who volunteers to contribute at least fifty (50) dollars annually to his/her personal FSA. The Board of Education will also make an annual fifty (50) dollar contribution to the above accounts. The Board of Education will pay all administrative costs for setting up and managing the plan for those employees who elect to participate in and contribute to a FSA. The concept of providing an incentive to reduce and/or drop unnecessary coverage is endorsed by both the Board of Education and the Haddonfield Education Association. The parties will jointly develop procedures to implement the incentive feature of the FSA benefit.
- E. For the 1992-93 school year the Board of Education will set up a Flexible Spending Account for each employee. The Board of Education will make an annual six hundred and fifty (650) dollar contribution to each employee's account. The Board of Education will pay all administrative costs for setting up and managing the plan for each employee's FSA.

ARTICLE XXVIII - REDUCTION IN STAFF

- A. Definition: Reduction in Staff refers to those instances where the Board of Education takes action resulting in a decrease in the total number of employees within the school system.
- B. Notice: The Board shall give the Association prior written notice and the right for consultation before any reduction in Staff is implemented. Said written notice shall be given to the president of the Association ninety (90) days prior to the implementation of any reduction in staff and shall include specifically the number of affected employees. As soon as possible when the names of the affected employees are known, this information shall be given to the president of the Association. Every effort shall be made by the

Board to place the affected employees within the school system, where vacancies do exist, and where teachers are properly certified.

C. Attrition: The Board shall give consideration to the use of attrition to accomplish any reduction in staffing, within the time designated by the Board to accomplish any reduction in staffing.

D. Certified Teaching Staff Dismissals:

1. Dismissals resulting from any such reduction in staff shall not be made by reason of residence, age, sex, sexual preference, marriage, race, religion, or political action.
2. Dismissals of tenured teachers shall be based on seniority and the standards established by the Commissioner of Education in accordance with the provisions of N.J.S.A. 18A:28-10 and Sections H. 1. and 2. of this Article.
3. Nontenured teachers will be laid off before tenured teachers to the extent required by law.

E. Recall of Certified Teaching Staff

1. If any tenured teacher is dismissed as a result of a reduction in staff, such teacher shall be placed on a preferred eligibility list for reemployment in order of seniority and the Board in filling teacher vacancies shall comply with the provisions of N.J.S.A. 18A:28-12.
2. Any nontenured teacher dismissed by reason of a reduction in staff will be placed on a list kept by the Superintendent and shall be considered in filling any future vacancies in which the teacher is properly certified.

F. Curriculum Change: If any element of the present curriculum offered during the normal school program is changed so that such program is offered outside the normal school day or on a separate tuition basis, the Board shall offer employment in such programs first to the existing members of the teaching staff who are properly certified for such program, before employment in such programs is offered to any person outside of the school system teaching staff.

G. Disputes: Any disputes with regard to the reduction in staffing shall be subject to consideration in the grievance procedure through Level Three, but shall not be subject to consideration in the grievance procedure at Level Four.

H. Support Staff Dismissals and Seniority

1. Seniority for the purpose of this Article shall be based upon an employee's continuous length of service with the Board.
2. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by who was hired first.
3. No tenured secretarial/clerical staff will be laid off before nontenured secretarial/clerical staff in that category.

4. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Association. The Board shall promptly advise the Association's President of any changes in the seniority list.
5. An employee's seniority shall cease, and his/her employee status shall terminate for any of the following reasons:
 - a. Resignation or retirement.
 - b. Discharge for cause.
 - c. Continuous layoff for period exceeding six (6) months.
 - d. Failure of laid-off employee to report for work.
 - (1) On the date specified in written notice of recall mailed seven (7) or more calendar days prior to such date; or
 - (2) Within three (3) working days after date specified in written notice of recall mailed less than seven (7) calendar days prior to such date, unless the employee has a justifiable excuse for his/her failure to return to work as provided herein. The Board shall give careful consideration to an employee's reasons which may have caused a delay in his/her return to work. Written notice of recall to work shall be sent by the Board by certified mail, return receipt requested, to the employee's last known address as shown on the Board's personnel records.
 - e. Failure to report to work for a period of three (3) consecutive scheduled working days without notification to the Board of a justifiable excuse for such absence.
 - f. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused by the Board.

I. Support Staff Probationary Employment

1. All Aides and Custodial/Maintenance employees shall be considered as probationary employees for the first sixty (60) calendar days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board without recourse to the provisions of the grievance procedure of this agreement.
2. Upon completion of such probationary period, the employee's seniority shall be dated as of the date of the commencement of their employment.

J. Support Staff Reduction in Force

1. When circumstances necessitate a reduction in staff, the Board shall take the following appropriate steps:

- a. The Board shall first consider for lay-off the employees with the least seniority in the job titles and grade levels affected.
- b. Employees considered for lay-off shall first be considered for filling any existing vacancy in another job title of the same grade level provided they have the requisite qualifications and ability to perform the work. If no vacancy exists in the same grade level, the employee shall have the right to displace, in his/her grade level, an employee with the least seniority in the job title that the employee has the requisite qualifications and ability to perform the work and likewise in successive lower grades. An employee not placed under these provisions shall be laid-off. These provisions shall also apply to displaced employees.

K. Support Staff Recall

1. Employees shall be recalled to work from lay-off in the order of their seniority provided that they have the requisite qualifications and ability to perform the available work.

ARTICLE XXIX - RESIGNATION AND TERMINATION NOTICE

- A. Certified staff resigning from a position shall provide the Board with thirty (30) days advance written notice.
- B. Employment of support staff can be terminated by either the employee or the Board upon thirty (30) days advance written notice.

ARTICLE XXX - WORK HOURS

A. Aides

1. Each aide who works six (6) or more hours per day shall receive an unpaid one-half (1/2) hour lunch period. The Administration shall endeavor to make the luncheon period uninterrupted. If the Administration is forced to interrupt an aide's lunch period, equal compensatory time will be given to be taken the same day.
2. Overtime: Time worked beyond the normal work day assignment will be compensated at the aide's regular rate up to thirty-six and one-quarter (36-1/4) hours per week and at one and one-half (1-1/2) times the aide's regular rate for the time worked beyond thirty-six and one-quarter (36-1/4) hours. The aide may request equal compensatory time in place of the hourly wage rate. The method of compensation will be determined by the aide by filling out the appropriate time sheet signed by the aide's immediate supervisor.

B. Secretaries/Clerks

1. The work day shall consist of eight and one-quarter (8-1/4)

hours inclusive of a sixty (60) minute lunch period. All secretaries/clerks shall be scheduled by their respective supervisor.

2. Immediately upon the closing of school for students in June until school opening in September, the normal work day shall consist of seven (7) hours, inclusive of a sixty (60) minute duty free lunch period.
3. Overtime shall be defined as working in excess of thirty-six and one-quarter (36-1/4) hours per week. Compensation for administratively approved overtime shall be either one and one-half (1-1/2) times the employee's regular rate or equal compensatory time. The method of compensation will be determined by the secretary/clerk by filling out the appropriate time sheet signed by the employee's immediate supervisor.
4. Secretarial and clerical staff whose employment has continued for three (3) consecutive academic years, together with employment at the beginning of the next succeeding academic year, an academic year being the period between the time when school opens in the district after the general summer vacation and the beginning of the next succeeding summer vacation, shall be provided tenure under the provisions of N.J.S.A. (18A:17-2).
5. During the pupils' school year, the principal has the option to release secretaries/clerks up to thirty (30) minutes prior to the normal closing time on Fridays and on any full school day prior to a school vacation closing.

C. Maintenance/Custodial Staff

1. Subject to current practice regarding second shift overtime, each employee who actually works in excess of forty (40) hours per week shall receive pay for such excess time at one and one-half (1-1/2) times his/her regular hourly rate.
2. Reasonable amount of overtime is part of the expected workload. However, if unusual circumstances preclude a particular employee from working overtime, then the most junior qualified employee shall be assigned thereto and perform said overtime work accordingly:
 - a. Overtime shall be equitably distributed, as far as circumstances permit, among all employees in the same classification and in the same building
3. In the event an employee is called back to work after the completion of his/her regular work schedule, he/she shall receive a minimum of four (4) hours pay at his/her overtime rate; one and one-half (1-1/2) times his/her regular hourly rate.
 - a. The exception to the above is when an employee is called in to work within four (4) hours before, and works through to the assigned shift: the employee is to be paid for the time worked at one and one-half (1-1/2) times the regular rate.

D. Secretaries/Clerks, Maintenance/Custodial and Full Time Aides

1. Each employee, whose scheduled work week consists of thirty-six and one-quarter (36-1/4) hours or more, shall have two (2) break periods per day of fifteen (15) minutes each, one to be taken in the first half of the work day and the other in the second half. The time for taking said breaks shall be scheduled by the employee's respective supervisor. The supervisor shall endeavor to consider the employee's preferences in scheduling breaks.
2. The Board of Education shall retain the sole jurisdiction and authority over matters of policy and shall retain the right in accordance with applicable laws and regulations to create new shift times and/or days as may be required to meet the needs of the district.

ARTICLE XXXI - WORK YEAR

- A. For the 1991-92 school year, ten month employees (except Aides and Basic Skills Improvement Program staff) shall have 185 actual working days. For the 1992-93 school year, ten month employees (except Aides and Basic Skills Improvement Program staff) shall have 186 actual working days.

- B. During the pupil school year, all secretaries/clerks shall work the same number of days as those worked by the teaching staff and shall be entitled to the same holidays as the teaching staff.

- C. Twelve (12) month secretarial/clerical employees shall be entitled to the following holidays during the summer break:

Fourth of July
Labor Day

- D. Twelve month maintenance/custodial employees shall be entitled to the following paid holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday
Easter Monday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

- E. In order to be eligible for holiday pay, a twelve (12) month maintenance/custodial employee must work the last regularly scheduled work day before the holiday and the first regularly scheduled work day after the holiday unless absent for a justifiable reason.

- F. In the event that a holiday falls on a Saturday it shall be celebrated on the preceding Friday, and in the event it falls on a Sunday, it shall be celebrated on the following Monday. This applies to Custodial/Maintenance employees and also to other twelve (12) month employees during the summer.
- G. In the event that a holiday falls during a twelve (12) month employee's vacation period, he/she shall extend his/her vacation by one day.

ARTICLE XXXII - VACATIONS

- A. Twelve (12) month employees shall be entitled to the following vacations:
1. Upon completion of one (1) year of employment - two (2) weeks vacation.
 2. Upon completion of five (5) years employment - three (3) weeks vacation.

8th year - 3 weeks and 1 day
10th year - 3 weeks and 2 days
11th year - 3 weeks and 3 days
12th year - 3 weeks and 4 days
13th year - 4 weeks
 3. Less than one (1) year of employment, one (1) day per month, not to exceed nine (9) days
 4. Employees who regularly are scheduled to work less than five (5) days per week shall receive vacation on a prorata basis.
- B. Vacation eligibility shall be determined as of July 1 of each year based on continuous service.
- C. Vacation scheduling shall be coordinated with the needs of the Board. However, scheduling requests shall not be unreasonably denied.
- D. Earned vacation shall be paid according to the proportion of full months work to the total contract year unless proper notice has not been given or the employee is terminated for cause.
- E. Employees who previously served the district as school aides shall receive one (1) year's vacation service credit for each two (2) years of continuous service immediately prior to employment as a clerk or secretary.
- F. Employees who previously served the district as 10-month clerk typists or 10-month secretaries and are awarded a 12-month contract shall receive one (1) vacation day per month, not to exceed ten (10) days for the previous months worked under the 10-month contract.

ARTICLE XXXIII - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1991 and shall continue in effect until June 30, 1993. Either party must give written notice not later than November 1 of any changes desired in the Agreement commencing July 1. The party giving written notice of any changes desired in this Agreement shall at the same time present such proposals as far as practicable in the language and form of the specific contract provisions which they propose for inclusion in the Agreement to effect such changes.
- B. Negotiations shall commence in accordance with the timetable established by the New Jersey Public Employment Relations Commission.
- C. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- D. If any part of this Agreement is determined to be invalid, then the remainder of the Agreement continues to be valid.

ARTICLE XXXIV - NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so at the following address:

1. If by Association, to the Board at:

One Lincoln Avenue
Haddonfield, New Jersey 08033

2. If by Board, to the Association at:

Association President
c/o Haddonfield Memorial High School
Kings Highway East
Haddonfield, New Jersey 08033

ARTICLE XXXV - CHECK OFF

- A. In accordance with the N.J.S.A. 52:14-15 9e, an employee may authorize in writing to the Board the deduction of Association dues from his pay. Upon receiving such authorization, the Board shall make the deduction from the first monthly pay and transmit the sum deducted directly to NJEA within ten (10) days thereafter.
- B. The employee may withdraw the above authorization by filing notice of withdrawal with the Board, which filing shall be effective to halt deductions as of January 1 or July 1 next succeeding following said filing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and representatives.

THE BOARD OF EDUCATION OF THE
BOROUGH OF HADDONFIELD, IN THE
COUNTY OF CAMDEN, NEW JERSEY

By: _____

James M. Kucian
President

Attest:

By: _____

Gene Scholtz
Secretary

(SEAL)

THE HADDONFIELD EDUCATION
ASSOCIATION, OF THE BOROUGH
OF HADDONFIELD, IN THE COUNTY
OF CAMDEN, NEW JERSEY

By: _____

Carol L. Paton
President

Attest:

By: _____

Barbara J. Sigmund
Secretary

HADDONFIELD PUBLIC SCHOOLS**SCHEDULE "A"****TEACHER SALARY SCALES****1991-92**

STEPS	INCREMENT	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PHD
			500	1,000	2,000	2,500	3,000	3,500	4,500
1	0	26,590	27,090	27,590	28,590	29,090	29,590	30,090	31,090
2	500	27,090	27,590	28,090	29,090	29,590	30,090	30,590	31,590
3	600	27,690	28,190	28,690	29,690	30,190	30,690	31,190	32,190
4	700	28,390	28,890	29,390	30,390	30,890	31,390	31,890	32,890
5	900	29,290	29,790	30,290	31,290	31,790	32,290	32,790	33,790
6	1,000	30,290	30,790	31,290	32,290	32,790	33,290	33,790	34,790
7	1,100	31,390	31,890	32,390	33,390	33,890	34,390	34,890	35,890
8	1,200	32,590	33,090	33,590	34,590	35,090	35,590	36,090	37,090
9	1,300	33,890	34,390	34,890	35,890	36,390	36,890	37,390	38,390
10	1,400	35,290	35,790	36,290	37,290	37,790	38,290	38,790	39,790
11	1,500	36,790	37,290	37,790	38,790	39,290	39,790	40,290	41,290
12	1,600	38,390	38,890	39,390	40,390	40,890	41,390	41,890	42,890
13	1,700	40,090	40,590	41,090	42,090	42,590	43,090	43,590	44,590
14	1,800	41,890	42,390	42,890	43,890	44,390	44,890	45,390	46,390
15	1,900	43,790	44,290	44,790	45,790	46,290	46,790	47,290	48,290

HADDONFIELD PUBLIC SCHOOLS

SCHEDULE "A"

TEACHER SALARY SCALE

1992-93

STEPS	INCREMET	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PHD
			600	1,200	2,200	2,800	3,400	4,000	5,000
1	0	27,948	28,548	29,148	30,148	30,748	31,348	31,948	32,948
2	600	28,548	29,148	29,748	30,748	31,348	31,948	32,548	33,548
3	800	29,348	29,948	30,548	31,548	32,148	32,748	33,348	34,348
4	900	30,248	30,848	31,448	32,448	33,048	33,648	34,248	35,248
5	1,000	31,248	31,848	32,448	33,448	34,048	34,648	35,248	36,248
6	1,100	32,348	32,948	33,548	34,548	35,148	35,748	36,348	37,348
7	1,200	33,548	34,148	34,748	35,748	36,348	36,948	37,548	38,548
8	1,200	34,748	35,348	35,948	36,948	37,548	38,148	38,748	39,748
9	1,400	36,148	36,748	37,348	38,348	38,948	39,548	40,148	41,148
10	1,400	37,548	38,148	38,748	39,748	40,348	40,948	41,548	42,548
11	1,600	39,148	39,748	40,348	41,348	41,948	42,548	43,148	44,148
12	1,700	40,848	41,448	42,048	43,048	43,648	44,248	44,848	45,848
13	1,800	42,648	43,248	43,848	44,848	45,448	46,048	46,648	47,648
14	2,000	44,648	45,248	45,848	46,848	47,448	48,048	48,648	49,648
15	2,200	46,848	47,448	48,048	49,048	49,648	50,248	50,848	51,848

HADDONFIELD PUBLIC SCHOOLS

SCHEDULE "B"

NON-ATHLETIC ACTIVITIES STIPENDS

LEVEL	1991-92	1992-93
1	2277	2493
2	1897	2077
3	1613	1766
4	1517	1661
5	1139	1247
6	948	1038
7	856	938
8	759	831
9	568	622
10	475	520
11	221	242

HADDONFIELD PUBLIC SCHOOLS

SCHEDULE "B"

EXTRA PAY FOR NON-ATHLETIC ACTIVITIES

			LEVEL
Academic Challenge Bowl			6
Athletic Trainer			
	(Winter)	91-92 \$3000	92-93 \$3285
	(Spring)	\$2500	\$2738
	(Fall)	\$3000	\$3285
Audio Visual Coordinator			
High School			4
Middle School			8
Auditorium Supervisor			5
Class Advisor			
Senior			1
Junior			3
Sophomore Class			5
Freshman			5
Drama Productions			
Fall Drama Director			4
Fall Drama Producer			7
One-Act Director			10
One-Acts/Madrigal Producer			10
Spring Musical Director			2
Spring Musical Producer			6
Spring Musical Orchestra Director			7
Choral Director			7
M.S. Drama Advisor			5
Environmental Club			8
Exchange Program Coordinator			6
"Fight Against Drugs" Team Advisor (F.A.D.)			8
Forensic Team Advisor			4
History Club Moderator (Middle School)			10
Haddonfield High Youth Service Advisor (Health Club)			9
Independent Study Coordinator			10
Interact Club Advisor			8

International Club	
Coordinator	6
Spanish Chapter	10
German Chapter	10
French Chapter	10
Latin Chapter	10
MECA Club Advisor	8
Music Activities:	
Choral	
Elementary (3 positions)	10
Middle School (6th only)	11
Middle School Junior	10
High School	4
Concert Band	
Elementary (3 positions)	10
Middle School	9
High School	6
Marching Band	
Director	1
Assistant	5
Band Front	5
Orchestra	
Middle School	9
High School	3
String Instructor	
Elementary & High School	8
Jazz Band Director	
Middle School	9
High School	9
National Honor Society Advisor	6
Peer Tutor Advisor	7
Publications:	
Haddon Higher	
Editorial Advisor	4
Shield	
Editorial Advisor	1
Business Advisor	5
Synapse	6
Publications Editor	6
Yearbook (Middle School)	8
Elementary Publications (3 positions)	11
Safety Patrol Advisors (3 positions)	6
School Store Advisor (Elementary)	11
Set Construction Supervisor	3

Student Activity Account
Scholarship Fund Treasurer

91-92	92-93
\$2500*	\$2738*
\$4000	\$4380

(*With release time of homeroom and one teaching or duty period)

Student Council Advisor
Elementary Schools
Middle School
High School

11

6

1

"Write Place" Coordinator

\$25/hr.

Young Astronaut Program Coordinator (Elementary)

11

HADDONFIELD PUBLIC SCHOOLS

SCHEDULE "C"

1991-92 COACHES SCALE

	Step 1	Step 2	Step 3	Step 4
GROUP I				
Football				
Head Coach	3414	3981	4551	4932
Asst. Coach	2086	2465	2845	3034
GROUP II				
Basketball				
Wrestling				
Head Coach	3034	3605	4172	4551
Asst. Coach	1897	2277	2655	2845
GROUP III				
Baseball				
Hockey				
Soccer				
Softball				
Track				
Head Coach	2277	2845	3459	3699
Asst. Coach	1139	1517	2086	2277
GROUP IV				
Cross Country				
Swimming				
Tennis				
Winter Track				
Golf				
Head Coach	1717	2097	2572	2759
Asst. Coach	759	948	1139	1328
OTHER				
Cheerleading				
Fall Head Coach	600	800	1000	
Fall Asst. Coach	390	520	650	
Winter Head Coach	900	1100	1300	
Winter Asst. Coach	585	715	845	
Intramural	759	816		
MIDDLE SCHOOL INTERSCHOLASTIC SPORTS				
All Head Coaches	1532	1620	1706	1839
All Asst. Coaches	759	1041	1421	1517

HADDONFIELD PUBLIC SCHOOLS

SCHEDULE "C"

1992-93 COACHES SCALE

	Step 1	Step 2	Step 3	Step 4
GROUP I				
Football				
Head Coach	3738	4359	4983	5401
Asst. Coach	2243	2616	2990	3240
GROUP II				
Basketball				
Wrestling				
Head Coach	3322	3947	4568	4983
Asst. Coach	1993	2368	2741	2990
GROUP III				
Baseball				
Hockey				
Soccer				
Softball				
Track				
Head Coach	2493	3115	3788	4050
Asst. Coach	1496	1869	2273	2430
GROUP IV				
Cross Country				
Swimming				
Tennis				
Winter Track				
Golf				
Head Coach	2080	2496	3016	3221
Asst. Coach	1248	1498	1810	1933
OTHER				
Cheerleading				
Fall Head Coach	657	876	1095	
Fall Asst. Coach	427	569	712	
Winter Head Coach	986	1205	1424	
Winter Asst. Coach	641	783	925	
Intramural	831	894		
MIDDLE SCHOOL INTERSCHOLASTIC SPORTS				
All Head Coaches	1678	1774	1868	2014
All Asst. Coaches	1007	1064	1556	1661

Extended Season Playoff Game Pay

Payment will be \$200 per week and/or \$40 per day for partial weeks of extended season play.

HADDONFIELD PUBLIC SCHOOLS

SCHEDULE "D"

SECRETARY SALARY SCALES

1991-92			1992-93		
<u>INCREMENT</u>	<u>STEP</u>	<u>SALARY</u>	<u>INCREMENT</u>	<u>STEP</u>	<u>SALARY</u>
0	1	17,735	0	1	18,278
500	2	18,235	700	2	18,978
600	3	18,835	700	3	19,678
700	4	19,535	800	4	20,478
700	5	20,235	900	5	21,378
700	6	20,935	900	6	22,278
800	7	21,735	1000	7	23,278
900	8	22,635	1200	8	24,478

Secretaries to the principals and the child study team shall receive the following additional amounts:

	<u>91-92</u>	<u>92-93</u>
High School & Middle School	767	839
Tatem School	548	600
Elizabeth Haddon School	548	600
Central School	548	600
Child Study Team	548	600

Employees with less than six (6) months in the district shall remain at the same step on the salary guide.

When a clerk-typist is promoted to a secretarial position, the employee shall be placed no higher than one (1) step below their current standing on the Clerk-Typist Scale on the Secretarial Scale. (i.e., if they are on step 7 of the Clerical Scale, they could not be any higher than step 6 on the Secretarial Scale.)

HADDONFIELD PUBLIC SCHOOLS

SCHEDULE "E"

CLERK-TYPIST SALARY SCALES

1991-92			1992-93		
<u>INCREMENT</u>	<u>STEP</u>	<u>SALARY</u>	<u>INCREMENT</u>	<u>STEP</u>	<u>SALARY</u>
0	1	15,293	0	1	15,392
500	2	15,793	700	2	16,092
600	3	16,393	700	3	16,792
700	4	17,093	800	4	17,592
700	5	17,793	900	5	18,492
700	6	18,493	900	6	19,392
800	7	19,293	1000	7	20,392
900	8	20,193	1200	8	21,592

HADDONFIELD PUBLIC SCHOOLS

SCHEDULE "F"

AIDES SALARY SCALES

	1991-92	1992-93	
<u>STEP</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>	
1	\$6.50	\$7.00	\$325 for library aides with 6 or more years of district service (1991-93)
2	6.95	7.35	
3	7.45	7.85	
4	7.90	8.30	
5	8.30	8.70	
6	8.75	9.15	\$200 for 6 years in district (1992-93)
7	9.20	9.60	
8	9.50	10.00	

Aides are to complete two years of service to move up to step 2. The first year of service credit must be for at least one-half year of employment.

Aides move up the guide one step for each year of service from step 2 to step 8.

Library aides with six years of district service are eligible for the \$200 stipend in 1992-93 plus a \$325 stipend for a total of \$525.

HADDONFIELD PUBLIC SCHOOLS

SCHEDULE "G"

CUSTODIAL/MAINTENANCE

1991-92 SALARY SCALE

INCREM	STEP	SKILLED	INCREM	CUSTODIAN/ GROUNDS	INCREM	LEAD
0	1	22,217	0	18,980	0	20,173
300	2	22,517	300	19,280	500	20,673
500	3	23,017	300	19,580	500	21,173
500	4	23,517	500	20,080	500	21,673
500	5	24,017	500	20,580	500	22,173
700	6	24,717	500	21,080	700	22,873
700	7	25,417	500	21,580	700	23,573
700	8	26,117	500	22,080	700	24,273
900	9	27,017	700	22,780	900	25,173
900	10	27,917	700	23,480	900	26,073
900	11	28,817	900	24,380	900	26,973
1100	12	29,917	900	25,280	1100	28,073

1992-93 SALARY SCALE

INCREM	STEP	SKILLED	INCREM	CUSTODIAN/ GROUNDS	INCREM	LEAD
0	1	23,866	0	20,318	0	21,659
300	2	24,166	300	20,618	500	22,159
500	3	24,666	400	21,018	500	22,659
500	4	25,166	500	21,518	500	23,159
500	5	25,666	500	22,018	500	23,659
700	6	26,366	500	22,518	700	24,359
700	7	27,066	600	23,118	700	25,059
700	8	27,766	600	23,718	700	25,759
900	9	28,666	700	24,418	900	26,659
900	10	29,566	800	25,218	900	27,559
900	11	30,466	900	26,118	900	28,459
1300	12	31,766	1200	27,318	1100	29,559

Custodians and maintenance employees are eligible for blackseal boiler and electrician's license stipend for each license:

1991-92	\$575
1992-93	\$630

HADDONFIELD PUBLIC SCHOOLS

SCHEDULE "H"

BASIC SKILLS TEACHING ASSISTANTS

SALARY SCALES

1991-92

1992-93

Hourly Rate

Hourly Rate

\$10.00

\$11.00

SIDEBAR AGREEMENT

1. Employees covered by this contract and not living in Haddonfield may enroll their children as tuition students at twenty-five (25) percent of the regular tuition rate if the receiving principal determines that an appropriate program and classroom space are available and the student's academic and conduct record is acceptable. The student must also meet the district's admission criteria and be approved by the Superintendent.
2. When parent conferences are held in the elementary and middle schools at the end of the first marking period, there shall be one full day and one night of scheduled conferences. The full day of conferences shall be scheduled during the regular work day, when students are not in attendance, and the one evening conference between 7:00 - 9:00 p.m. On the day of the evening conference, teachers shall be dismissed at 12:30 p.m.
3. The Board of Education will subsidize the cost of printing the Haddon Higher for up to \$1,000 per year.
4. The Board of Education and the Association agree to open discussion of language in the event that a teacher mentoring program for first-year teachers is instituted by the State of New Jersey.
5. In the event that the flexible spending account is ruled illegal, continuance of current prescription plan coverage will be provided in place of the FSA.